

As a result of this Amendment Number 0001, the solicitation is hereby modified as follows:

1. Amendment Number 0001 incorporates all questions and answers posted on the USPTO website.
2. Under Section B, SCHEDULE OF SUPPLIES AND SERVICES, the following Contract Line Item Number (CLIN) is added to the Base Year:

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED AMT
0005	Transitioning Plan*				

* If Offeror does not intend to charge the USPTO, enter "NSP" under the extended amount column.

3. Under Section H, SPECIAL CONTRACT REQUIREMENTS, the following clause is added:

H.13 PTO-04C – SECURITY CLAUSE

ACCESS TO GOVERNMENT FACILITIES

During the life of the contract, the right of ingress and egress to and from the Government facility for Contractor personnel shall be made available as required per each individual task order. During all operations on Government premises, Contractor personnel shall comply with the rules and regulations governing the conduct of personnel and the operations of the facility. The Government reserves the right to require contractor personnel to sign in upon ingress or sign out upon egress to and from the Government facility.

DUPLICATION AND DISCLOSURE OF CONFIDENTIAL DATA

Duplication or disclosure of confidential data provided by the USPTO, or to which the Contractor will have access as a result of this contract, is prohibited. It is understood that throughout performance of the contract, the Contractor may have access to confidential data which is the sole property of the USPTO, as well as access to proprietary data which is the sole property of other than the contracting parties. The Contractor hereby agrees to maintain the confidentiality of all such data to which access may be obtained throughout contract performance whether title thereto vests in the USPTO or otherwise. The Contractor hereby agrees not to disclose said data, any interpretation thereof or data derivative therefrom, to unauthorized parties in contravention of these provisions, without prior written approval of the CO or the party in which title thereto is wholly vested. This clause also applies to any subcontractors and/or consultants used by the Contractor.

GOVERNMENT FURNISHED DATA (IF APPLICABLE)

The Government shall deliver to the Contractor, as may be requested, Government-Furnished Data (GFD) during the performance of this contract. GFD will be delivered to the Contractor as specified in each task order(s). Title to GFD shall remain in the Government, and the Contractor shall use the GFD only in connection with this contract. Upon completion of or termination of this contract, the Contractor shall return to the Government all GFD.

RIGHTS IN DATA (IF APPLICABLE)

The Government shall have unlimited rights in software first produced in the performance of this contract. For the purposes of this clause, "software first produced in the performance of this contract" shall include, but not be limited to the following: non-COTS computer program developed or previously developed and implemented by the Contractor in the performance of this contract, related computer data bases and documentation thereof, source code, object code, algorithms, library code, library routine, and technical data of all software first produced in the performance of this contract. For the purpose of this clause, "unlimited rights" shall mean the right of the USPTO, at no extra cost to the USPTO or recipients, to use, disclose, reproduce unlimited copies, prepare derivative works, distribute unlimited copies to the public and foreign government patent offices, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

SECRECY AND USE OF PATENT INFORMATION

Work under this contract does not affect the national security. However, patent applications are required by law (35 U.S.C. 122) to be kept in confidence. Information contained in any patent application file(s) is restricted to authorized Contractor personnel on a need-to-know basis. The Contractor acquires no right or privilege to use or disclose any information contained in any patent application file (in any form whatsoever) except to perform the work under the contract. Further, the Contractor shall not copyright or make any use or disclosure whatsoever of any patent information contained in any application or related copy or data furnished to the Contractor by the Government, or obtained by the Contractor from the Government, except performing the requirements of this contract. Security requirements of patent application file data maintained in a computer-accessible medium are an extension of the security requirements for the hard copy or of patent application folders. All processing, storage, or transmission of patent application file data by means of electronic communications systems is prohibited unless use of such systems is approved by the USPTO. All personnel having access to patent application files or data or information concerning the same, must take the following affirmation, signed in writing: "I do swear or affirm that I will preserve the applications for patents in secrecy, that I will not divulge any information concerning the same to unauthorized persons while employed in work under this contract or at any time thereafter, and that I take this obligation freely, and without mental reservation or purpose of evasion." Each employee's signed oath, or affirmation, shall be retained in the Contractor's file, subject to inspection by

authorized Government representatives. Without advance notice, the Government shall have the right to inspect the Contractor's premises, records, and work in process pertaining to the secrecy of patent information.

Note: The paragraph entitled "Secrecy and Usage of Patent Information" does not apply to this requirement.

4. Under Section J – LIST OF ATTACHMENTS, is modified as follows:

Appendix D, Pre-Examination Standard Operating Procedures (SOP) dated April 1, 2011, Version 1.3, Page 32, **Section "Offsite Pickup Special Mail (UPS Store)"** is deleted from the SOP in its entirety.

Attachment A "Department of Labor Wage Determination, WD 2005-2103, Rev. 10 dated June 15, 2010" is deleted and "Department of Labor Wage Determination, WD 2005-2104, Rev. 13 dated June 13, 2011 is inserted in lieu of. This WD remains in effect unless otherwise updated prior to the submission of proposals.

5. Under Section I, CONTRACT PROVISIONS AND CLAUSES", the following clauses are added:

By Reference:

52.222-43	Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts)	Sept 2009
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I.4 52.222-42 "Statement of Equivalent Rates for Federal Hires" (May 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wage and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination.

<u>Employee Class</u>	<u>Monetary Wage/Fringe Benefit</u>
Program Management	GS-340, Grades: 07 – 13
Program/Project Manager, Assistants	
Cash Processing	GS-530, Grades: GS4-5, GS-6-7
Cash Clerk, Cashier, Lead	
Quality Assurance	GS-1910, Grades: GS-5-6, GS 7
Quality Assurance Specialist, Lead	
Mail and File Clerk	GS-305, Grades: GS 1-5, GS 6-7
Mail Clerk, Lead Mail Clerk	
Miscellaneous Clerk & Assistant	GS-303, Grades 3, 4, 5, 6
Digital Imaging Tech, Leads, multi-functions	

Further information in regards to the labor categories above can be accessed at the Office of Personnel Management (OPM)’s website: <http://www.opm.gov/fedclass/gshbkocc.pdf>.

I.5 PTO-08C PHYSICAL ACCESS

The performance of this contract requires contractors to have physical access to Federal premises for more than 180 days or access to a Federal information system. Any items or services delivered under this contract shall comply with the Department of Commerce personal identity verification procedures that implement HSPD-12, FIPS PUB 201, and OMB Memorandum M-05-24.

The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a Federally controlled facility or access to a Federal information system.

I.6 PTO-13 “SECURITY PROCESSING REQUIREMENTS FOR CONTRACTOR/SUBCONTRACTOR PERSONNEL WORKING ON A DEPARTMENT OF COMMERCE/USPTO SITE (LOW RISK CONTRACTS)”

CAR 1352.237-72 Security Processing Requirements for Contractor/Subcontractor Personnel Working on a Department of Commerce/USPTO Site (Low Risk Contracts)

A. Investigative Requirements for Low Risk Contracts

Each person employed under this Low Risk contract shall undergo security processing by the USPTO Office of Security as indicated below before being eligible to work on the premises of any Department of Commerce/USPTO owned, leased, or controlled facility in the United States or overseas or obtain access to a DOC/USPTO IT system. All USPTO security processing pertinent to this contract will be conducted at no cost to the contractor.

1. Non-IT Service Contracts
 - a. Contracts more than 180 days – National Agency Check and Inquiries (NACI)
 - b. Contracts less than 180 days – Special Agency Check (SAC)
2. IT Service Contracts
 - a. Contracts more than 180 days – National Agency Check and Inquiries (NACI)
 - b. Contracts less than 180 days – National Agency Check and Inquiries (NACI)
3. In addition to the investigations noted above, non-U.S. citizens must have a background check that includes an Immigration and Customs Enforcement (ICE – formerly Immigration and Naturalization Service) agency check.

B. Additional Requirements for Foreign Nationals (Non-U.S. Citizens)

Non-U.S. citizens (lawful permanent residents) to be employed under this contract within the United States must have:

- Official legal status in the United States;
- Continuously resided in the United States for the last two years; and
- Advance approval from the servicing Security Officer in consultation with the Office of Security headquarters.

C. Security Processing Requirements for Low Risk Non-IT Service Contracts

Processing requirements for Low Risk non-IT Service Contracts are as follows.

1. Contract employees employed in Low Risk non-IT service contracts for more than 180 days will require a National Agency Check and Inquiries (NACI) to be processed. The COR will forward a completed Standard Form SF 85, Questionnaire for Non-Sensitive Positions, Form FD 258, Fingerprint Chart, and Credit Release Authorization to the servicing Security Officer within three working days from start of work, who will send the investigative packet to the Office of Personnel Management.
2. Contract employees employed in Low Risk non-IT service contracts for less than 180 days require a Special Agreement Check (SAC), Form OFI-86C, to be processed. The Contracting Officer's Representative (COR) will forward a completed Form OFI-86C, FD 258, Fingerprint Chart, and Credit Release Authorization to the servicing Security Officer, who will send the investigative packet to the Office of Personnel Management for processing.
3. Any contract employee with a favorable Special Agreement Check who remains on the contract over 180 days will be required to have a NACI conducted to continue working on the job site.
4. For Low Risk non-IT service contracts, the scope of the SAC will include checks of the Security/Suitability Investigations Index (SII), other agency files (INVA), Defense Clearance Investigations Index (DCII), FBI Fingerprint (FBIF), and the FBI Information Management Division (FBIN).
5. In addition, for those individuals who are not U.S. citizens (lawful permanent residents), the COR must request a CIS (Customs and Immigration Service) check on the SAC, Form OF-86C, by checking Block #7, Item I. In Block 13, the COR should enter the employee's Alien Registration Receipt Card number to aid in verification.
6. Copies of the appropriate forms can be obtained from the COR or the Office of Security. Upon receipt of the required forms, the COR will forward the forms to the servicing Security Officer. The Security Officer will process the forms and advise the COR whether work can

commence prior to the completion of the suitability determination based on the type of work and risk to the facility (i.e., adequate controls and restrictions are in place). The COR will notify the Contractor of an approved contract start date as well as favorable or unfavorable finding of the suitability determinations.

D. Security Processing Requirements for Low Risk IT Service Contracts

Processing requirements for Low Risk IT Service Contracts are as follows.

1. Contract employees employed in all Low Risk IT service contracts will require a National Agency Check and Inquiries (NACI) to be processed. The COR will forward a completed Form SF 85, Form FD 258, Fingerprint Chart, and Credit Release Authorization to the servicing Security Officer within three working days from start of work, who will send the investigative packet to the Office of Personnel Management.
2. For Low Risk IT service contracts, individuals who are not U.S. citizens (lawful permanent residents) must undergo a NACI that includes an agency check conducted by the Customs and Immigration Service (CIS). The COR must request the CIS check as a part of the NAC.

E. Notification of Disqualifying Information

If the Office of Security receives disqualifying information on a contract employee, the COR will be notified. The COR, in coordination with the Contracting Officer, will immediately remove the employee from duty requiring access to Departmental/USPTO facilities or IT systems. Contract employees may be barred from working on the premises of a facility for any of the following reasons:

- Conviction of a felony of a crime of violence or of a misdemeanor involving moral turpitude.
- Falsification of information entered on security screening forms or of other documents submitted to the Department/USPTO.
- Improper conduct once performing on the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct directly related to the contract.
- Any behavior judged to pose a potential threat to Departmental/USPTO information systems, personnel, property, or other assets.

NOTE: Failure to comply with the requirements may result in termination of the contract or removal of some contract employees from Department of Commerce/USPTO facilities.

F. Access to National security Information

Compliance with these requirements shall not be construed as providing a contract employee clearance to have access to national security information.

G. The Contractor shall include the substance of this clause, including this paragraph, in all subcontracts.

(End of Clause)

L.7 PTO-16C “CONTRACTOR NOTIFICATION REQUIREMENT”

The Contractor is required to notify the Contract Officer's Representative (COR) within one business day upon temporary or permanent termination of a Contractor employee, when that Contractor employee has USPTO system access rights, and at any other time when a Contractor employee no longer requires USPTO IT system access permissions.

6. Under Section L.5 “Proposal and Technical Information Submission Requirements”, the following pages are modified:

Page 38, 1st paragraph, 2nd sentence is modified as follows:

Proposals and technical information shall be addressed as follows:

Mailing:

United States Patent and Trademark Office
Office of Procurement
Attn: Shellie Eaton, Ref: Solicitation DOC52PAPT1100029
PO Box 1450
Mail Stop 6, Madison East Building (MDE)
7th Floor, Rm 7D45
600 Dulany Street
Alexandria VA 22313-1450

Hand Delivery*:

United States Patent and Trademark Office
Office of Procurement
600 Dulany Street
Attn: Shellie Eaton, Ref: Solicitation DOC52PAPT1100029
Madison East Building (MDE)
7th Floor, Rm 7D45
Alexandria VA 22313-1450

*Upon arrival at the USPTO campus, please phone Shellie Eaton at 571-272-5146. Contractors with badges shall remain on the lobby level for proposal delivery.

When proposals are hand-carried or sent by courier service, the Offeror assumes the full responsibility for insuring that the proposals are received by the date and time specified in the RFP. All visitor access to USPTO facilities is controlled by security. When hand-carrying proposals, offerors must allow time to be processed through security.

Page 38: 4th paragraph, after “Foldouts may not be larger than 11” x 17”. Insert the following: “The font size for any foldouts, figures or tables shall not be less than 10 pitch.”

Page 39, Paragraph A. TECHNICAL APPROACH, After the 3rd sentence “The offeror must provide a resume for the proposed PM.” insert “The resume is excluded from the page count of the Technical Approach. If desired, the offeror may include a 1 page title, a 1 page cover letter and a Table of Contents (TOC) only along with their technical approach. However, these pages will not be evaluated nor are they included in the page count.”

All other sentences remains the same and in full effect.

Page 41, paragraph D. PRICE. The last sentence is revised as follows:

The Offeror’s proposed pricing shall comply with Department of Labor Wage Determination 2005-2104, (Rev 13) dated 6/13/2011, Attachment A.

7. The closing date of the RFP is extended to Wednesday, July 20, 2011 NLT 12 o’clock Noon Eastern Standard Time (EST).

End of Amendment 0001

Except as provided herein, all other terms and conditions remain unchanged and in full force and effect.